Native

Art from Africa, Oceania and the Americas

5 October 2019 - Brussels

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Auction

5 October 2019
18.00

Preview

1 - 4 October 2019
11.00 - 18.00

5 October 2019
10.00 - 15.00

Ruisbroeck Galerij 5
Galerie de Ruysbroeck 5
Brussel 1000 Bruxelles

Native Auctions

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Nicolas Paszukiewicz
n.paszukiewicz@native-auctions.com

Sébastien Hauwaert
s.hauwaert@native-auctions.com

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T +32 (0) 2 514 04 42

A Private Collection, Belgium

In times where privacy has become an increasingly rare commodity, we appreciate the heirs to have respected the collector's wish to remain anonymous. Anonymous as he may be, his passion and demanding nature speak clearly through his choices.

001

EGYPTIAN FIGURE OF A WOMAN

Wood and remains
of white pigments - 53 cm
Egypt

Middle Kingdom, 12th-11th Dynasty,
2055-1650 BC. Tenons on the underside
of the feet for insertion into the original
rectangular base.

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 3000 - 5000

002

LANDUMAN MASK

Wood and fibers - 86,5 cm
Guinea

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 1500 - 2000

003

BIDJOGO STOOL

Wood and sacrificial
crusted patina - 18 cm
Guinea Bissau

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 1000 - 1500

004

BAGA ALTAR FIGURE

Wood, grey patina - 41,5 cm
Guinea Bissau

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 3000 - 5000

005

BIDJOGO ALTAR FIGURE

Hard wood - 41 cm
Bissagos Islands, Guinea Bissau

Iran Otipago

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 3000 - 5000

006

GURUNSI DIVINING ROD

Wood and pigments - 45 cm / 70 cm
Burkina Fasso

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 600 - 800

007

BAMBARA KONO MASK

Wood and sacrificial patina - 50 cm
Mali

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 1500 - 2000

008

DAN MASK

Wood - 23,5 cm
Ivory Coast

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 2000 - 3000

009

DAN MASK

Wood - 22 cm
Ivory Coast

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 3000 - 5000

010

GURO HEDDLE PULLEY

Wood - 22,5 cm
Ivory Coast

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 1000 - 1500

011

FON FIGURE

Wood and metal - 72 cm / 25 cm
Benin - Boccio

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 2000 - 3000

012

FANG FIGURE

Wood and brass nails - 33 cm
Gabon

Eyema-o-byeri.
For a exemplar from the same artist, see: Museum Rietberg, Zurich, inv. Rbw 3689, RAF 816. Ex Collection Edouard Von der heydt. L. Perrois, Fang, Vision d'Afrique, 5 Continents Éditions, fig. 36

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 8000 - 12 000

013

OGONI MASK

Wood - 24,5 cm
Nigeria

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 2000 - 3000

014

SONGYE FRAGMENT

Wood, nails, brass tacks
and deep oily patina - 29 cm
D.R.Congo

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 2000 - 3000

015

SONGYE FIGURE

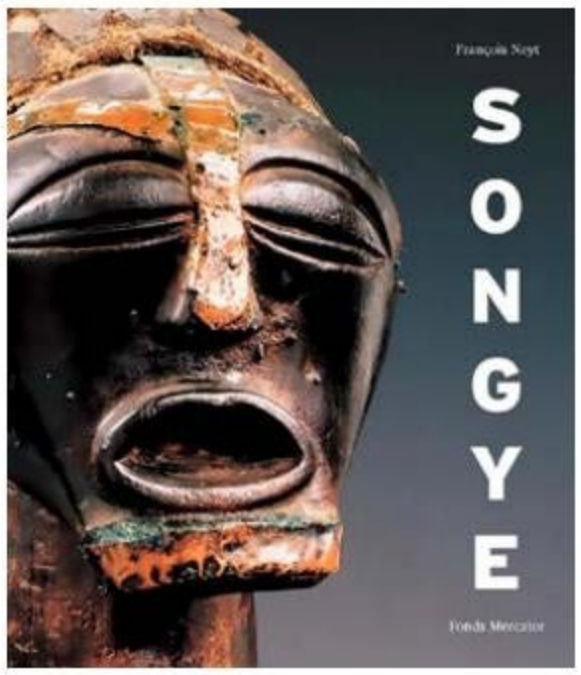
Wood, horn, brass tacks, metal
and various materials - 34 cm / 48,5 cm
D.R.Congo

Nkisi.
In "Songye. La Redoutable Statuaire Songye d'Afrique Centrale", François Neyt associates our figure with a group of four presenting the same stylistic features, more precisely from the second tradition. Two of them have been photographed by Emile Torday in 1910 in the Palace of the Kuba King in Mushenge.
The Kuba King, Kot a Pey, in an attempt to protect himself against the magical power of his predecessors and therefore to establish his reign, ordered several Songye figures from a very renowned Songye carver. This is how powerful these figures were considered, even by their high-rank neighbors.

Published:
Neyt, Songye. La Redoutable Statuaire
Songye d'Afrique Centrale, 2004, p. 107, n° 69

Provenance:
Galerie Pierre Dartvelle, acquired in the 1970s
Galerie Philippe Guimiot, Brussels
Private Collection, Belgium
By descent

€ 20 000 - 30 000



016

DAYAK HAMPATONG

Hard wood - 112 cm
Kalimantan, Indonesia

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 4000 - 6000

017

TOPENG, MONKEY MASK

Wood and pigments - 19,5 cm
Indonesia

Provenance:
Acquired in the 1970s
Private Collection, Belgium
By descent

€ 1500 - 2000

END OF COLLECTION

018

ESKIMO BEAR AMULET

Walrus Ivory - 9 cm
Chukchi and Bering sea, Siberia

Chukchi people are the closest cousins
of the First Americans in Asia.
Handwritten "Touktchi" on the belly.

Provenance:
Ex Collection Bernard et Bertrand
Bottet, France
Private Collection, France

€ 2000 - 3000

019

NANAI (GOLDES) FIGURE

Wood - 22,5 cm
East Siberia

Ayami, Patron spirit.

Provenance:
Tischenko Gallery, Helsinki
Private Collection, Belgium

€ 3000 - 4000

020

PUNUK KNIFE

Sea Ivory - 26,5 cm
Alaska

Provenance:
Private Collection, France

€ 3000 - 4000

021

OKVIK HEAD

Walrus tusk Ivory - 4 cm
Old Bering Sea, 200 B.C. - 100 A.D
Alaska

In Flak, New beginnings, “The way in which the features are stretched across the face confers a remarkable elegance and interiority to the sculpture, reminiscent of the art of Giacometti or of Brancusi.

A veritable giant in miniature, this hieratic head is a timeless, universal masterpiece.”

Provenance:
Galerie Flak, Paris
Private Collection, Geneva

Published:
New Beginnings, Galerie Flak,
Parcours des Mondes, 2017, Paris, p. 40

€ 10 000 - 12 000

022

YU'PIK MASK

Wood, feathers and pigments - 39 cm
Alaska

Tunghâk, Moon mask.
Frederick J. Dockstader (Former Director of the Museum of the American Indian, Heye Foundation, New York City, from 1960 to 1975), has written an essay on this very mask:
"(This mask) was probably used in the annual Messenger Feast ceremony. The general form supports its identification as a Moon mask. The Tunghâk who controls the supply of game lives in the moon; the two black animals represent his spirit dogs...The mask represents a wish for plenty of food, animals and a continued generosity of the people of the spirit world... It was probably made between 1880 and 1900. The mask is in excellent condition, with the normal wear for such objects." November 22, 1989.

Provenance:
According to Frederick J Dockstader in his study,
Collected in circa 1888 by J.A. Jacobsen
or Rudolph Neumann
Aquired by Julius Konietzko in Hamburg
in the 1940's.
European private Collection
By descent

€ 10 000 - 15 000

023

LOWER YUKON
OR YU'PIK WOLF MASK

Cedarwood, pigments,
fibers and feathers - 46 cm
Alaska

Impressive mask representing the head of a wolf displaying in its wide-open mouth the masquette hiding the face of the holder. The mask bears a pair of hands and legs at the base, humanizing the mask.

In a study from 1990 established by Frederick J. Dockstader, the following is stated: "It was probably made between 1900 and 1910 and represents the more dramatic design of Eskimo art…

… There is sign of wear and it was probably acquired following the ceremony in which it was used."

Provenance:
Acquired in July 1989
Private European Collection
By descent

Study by Frederick J. Dockstader, March 12, 1990, New York
Former Director of the Museum of the American Indian, Heye Foundation, New York City, 1960-75

€ 20 000 - 30 000

024

WOLFGANG PAALEN ATTRIBUTED

(1905, VIENNA - 1959, MEXICO)

Surrealist object, Haida sun disc and a Kwakiutl raven mask assemblage
Wood, plywood, pigments, mirror and metal, Diam. 61 cm, L. 47 cm

Many Surrealist artists, especially in the 1930s, began arranging objects in combinations that challenged reason and summoned subconscious and poetic associations. Surrealist leader André Breton believed that this new form of sculpture, called assemblage, had the power to puncture the thin veneer of reality and tap into the subconscious mind.

Paalen arrived in Paris in 1928, after 9 years in Roma. He studied for a short time with Fernand Léger and in 1933 became a member of the Abstraction-Creation group. He left the group in 1935, together with Hans Arp and Jean Hélion.

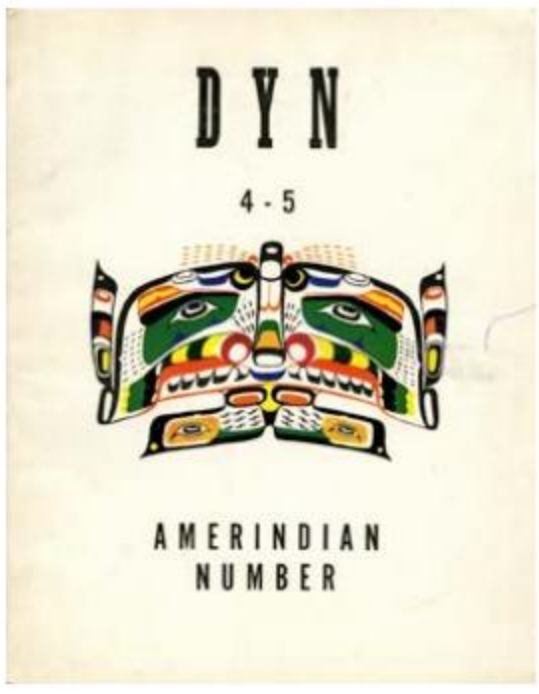
Together with Marcel Duchamp, Man Ray and Salvador Dalí, Paalen was among those responsible for the design of the 1938 International Exhibition of Surrealism at the Palais des Beaux-Arts in Paris.

In 1939, he decided to leave Europe and traveled through British Columbia together with his wife Alice and friend Eva Sulzer where he collected a major totem house-screen with the representation of a bear-woman, accessible through a hole in the womb (now in the Denver Art Museum).

In Spring 1942, he created the art journal DYN in New York. , Here, he published his long article Totem Art had considerable influence on artists like Isamu Noguchi, Jackson Pollock, Mark Rothko and Barnett Newman, mainly because of the new conception of considering totemistic art as part of ecstatic action and ritual with its psychic links to generic memory and matrilinear ancestor-worship.

Provenance:
Collected by Wolfgang Paalen in 1939, traces of signature on the back
Private Collection, New York
European private Collection
By descent

€ 8000 - 12 000



©Succession Wolfgang Paalen

025

PARKA

Seal intestins - 93 cm
Displayed in shadow box
Alaska

Provenance :
Acquired in 1988
European Private Collection

€ 3000 - 4000

026

HAIDA KNIFE HANDLE OR CUP

Walrus Ivory - 9,7 cm
Queen Charlotte Islands, Canada

Provenance:
Donald Ellis Gallery
Private Collection, France

€ 10 000 - 12 000

027

ESKIMO WOUND PLUG

wood, sea ivory
and tufted whiskers - 9,7 cm
Alaska

Provenance:
Ex Julius Carlbach Collection,
New York
Ex Ron Nasser Collection,
New York

€ 6000 - 8000

028

MINIATURE TOTEM POLE

Wood - 51 cm
Tlingit, British Columbia

Provenance :
European Private Collection.

€ 1000 – 1500

029

CHILKAT TLINGIT BLANKET

Mountain goat's wool with cedar bark warp strands and pigments - 137 x 170 cm
Displayed in shadow box
Alaska, Chilkat river

Amongst Chilkat blanket designs, the theme of the diving whale is undoubtably [one of] the most popular. The whale's head is situated at the bottom, its blowhole and body represented by the face in the center of the blanket, and the tail by two flippers.

Provenance:
Ex. Victor Justice Evans Collection (1865-1931), Washington
European Collection
By descent

In the early 1910s, V.J. Evans developed a taste for Native American artifacts and started what would become an impressive Collection. It was considered to be one of the finest in the world, and in 1923, an extensive part of his Collection was donated to the Smithsonian American Art Museum.

2 old labels:
V.J Evans Coll.
CAT. 357447
ACC.113605
CHILKAT

€ 12 000 - 15 000

030

LARGE CEREMONIAL BOWL

Wood - 89 cm
Tlingit, British Columbia

Provenance :
European Private Collection.
Acquired before 1986.

€ 1000 – 1500

031

MINIATURE TOTEM POLE

Wood - 42,5 cm
Kwakiutl, British Columbia

Carved by Charlie James (1870 - 1938)

Provenance :
Anthony J.P. Meyer, Paris (Before 1986)
European Private Collection.

€ 800 – 1200

032

KACHINA

Wood and pigments - 31 cm
Arizona

Provenance :
Ana Ricard, Barcelona
European Private Collection.
Acquired before 1992.

€ 2000 – 3000

033

HOPI MASK

Leather - 18 cm
Arizona

Provenance:
US Collection,
acquired in the 1990's

€ 6000 - 8000

034

CHANCAY MASK

Wood fibers and pigments - 27 cm
Peru

Provenance:
Private Collection, France

€ 3000 - 4000

035

RARE SEPIK HEAD

Wood and pigments - 35,5 cm
East Sepik River, papua New guinea

Provenance:
Marcia and John Friede Collection,
Rye, USA
Galerie Alain de Monbrison, Paris
Private Collection, France

€ 4500 - 6000

036

SEPIK FIGURE

Wood - 20,5 cm
Lower Sepik, Papua New-Guinea

Provenance:
Private Collection, France

€ 1500 - 2000

037

KEREWA FIGURE

Wood and pigments - 68 cm,
Papua-New Guinea

Imunu

Provenance:
Galerie Flak, Paris
Private Collection, France

Published
Papouasie, Galerie Flak, Paris,
2009, p. 98.

€ 6000 - 8000

038

KANAK BAMBOO

Bamboo - 58,5 cm
New Caledonia

Provenance:
Private Collection, France

€ 1500 - 2000

039

IMPORTANT KANAK CEREMONIAL AXE

Wood, fibers and diorite
60 cm, - diam: 24 cm
New Caledonia

Provenance:
Galerie Alain de Monbrison, Paris
Private Collection, France

€ 6000 - 8000

040

RARE KANAK CLUB

Wood - 73 cm
D.R. Congo

Provenance :
Private Collection, France

€ 1000 – 1500

041

TOTOKIA CLUB

Wood - 99 cm
Fiji Islands

Provenance :
Private Collection, Belgium

€ 1000 – 1500

042

FIJI CAVA BOWL

Wood - 18 cm / diam: 50 cm
Fiji

Provenance:
Private Collection, France

€ 2500 - 3500

043

TAHITI NECKLACE

Shells and fibers - 24 cm
Tahiti

Provenance:
Private Collection, France

€ 600 - 800

044

DAN SPOON

Wood - 37 cm
Ivory Coast

Provenance:
Private Collection, France

€ 1000 - 1500

045

TOMA FETISH

Wood and various materials - 41,5 cm
Liberia

Provenance:
Private Collection, France

€ 2000 - 3000

046

SENUFO HEDDLE PULLEY

Wood - 17,5 cm
Ivory Coast

Provenance:
Private French Collection

€ 2000 - 3000

047

BETE FIGURE

Wood - 58 cm
Ivory Coast

Provenance:
Jean-Pierre Laprugne, Paris
According to Mr Laprugne, the figure has been collected before 1914
Private Collection, France

€ 2500 - 3500

048

BAULE MONKEY FIGURE

Wood - 48 cm
Ivory Coast

Provenance:
Ex Emmanuel Bordier Collection, Paris
Galerie Renaud Vanuxem, Paris
Private Collection, France

€ 5500 - 7000

049

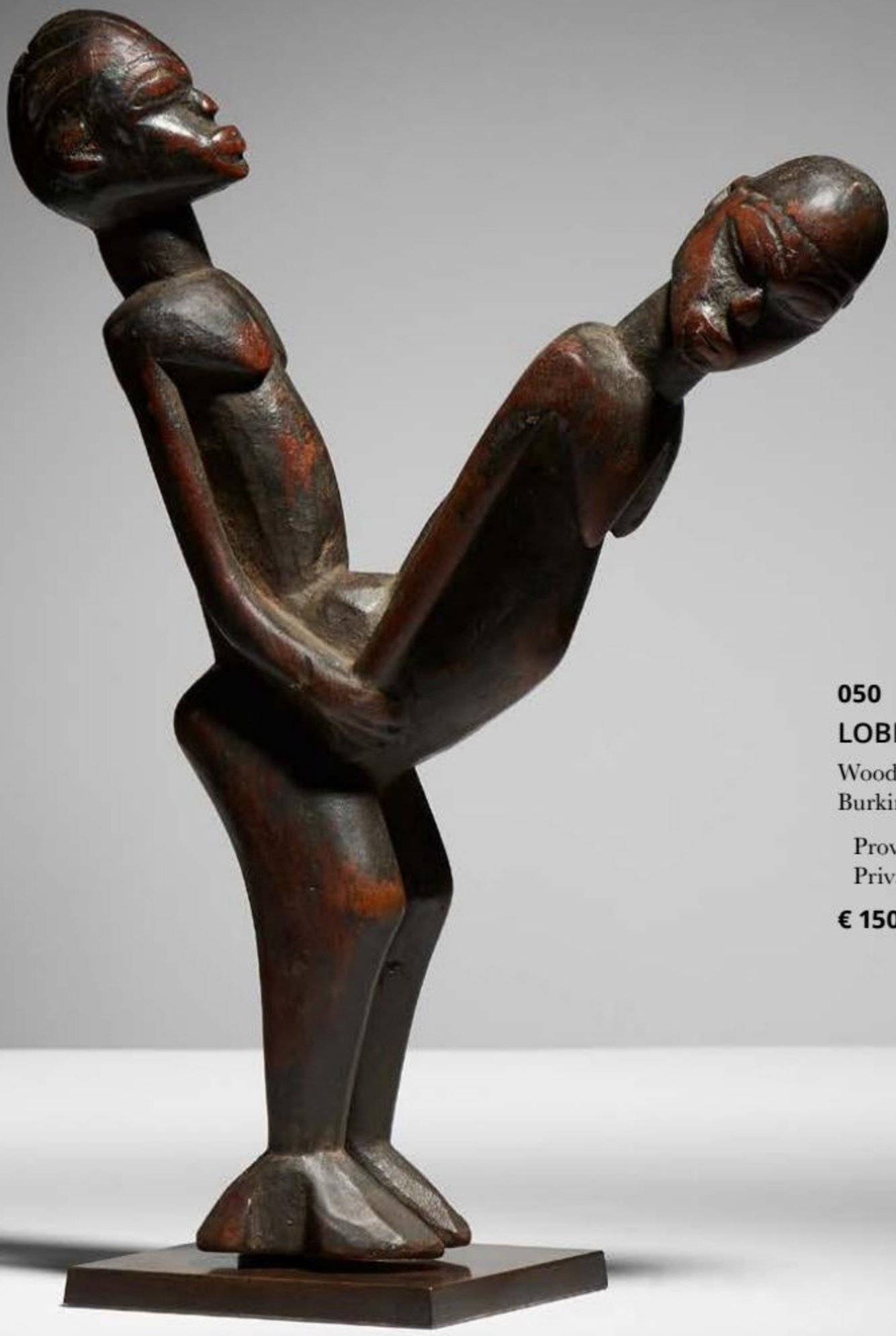
BAMANA FIGURE

Wood - 63,5 cm
Mali

Strong and very abstract figure. A work by the same artist has been published in L'Art Africain of Kerchache (nr. 357, p. 359) and belongs to the Ginzberg Collection

Provenance:
Private Collection, Belgium

€ 3000 - 4000



050

LOBI COUPLE

Wood - 33 cm
Burkina Faso

Provenance:
Private Collection, France

€ 1500 - 1800

051

IBEJI FIGURE

Wood - 21 cm
Nigeria

Provenance:
Private Collection, France

€ 800 - 1000

052

TCHAMBA FIGURE

Wood, 43 cm
Togo

Provenance:
Private Collection, Belgium

€ 5000 - 7000

053

IJAW MASK

Wood, 30 cm
Nigeria

Provenance:
Collected by Marc Leo Felix
in the 1970s
Private Collection, Belgium

€ 3000 - 4000

054

KAKA FIGURE

Wood - 38 cm
Nigeria

Provenance:
Private Collection, Belgium

€ 3000 - 5000

055

MAMBILA FIGURE

Wood - 44,5 cm
Nigeria

Tadep.
Ancestor figures like this play a central role in the cult of the Mambila people. Tadep of this size are very rare, and the execution of the one presented here is particularly refined. The asymmetrical position of arms and legs make for a very dynamic composition. The almost abstract rendering of hands and feet allow us also to relate it to a sculpture of a couple, which used to belong to the Doris and Eric Beyersdorf Collection, and which was sold by Christie's in London in 1994.

Provenance:
Jean-Paul Agogué, France
Private Collection, Belgium

€ 18 000 - 25 000

056

BAMILEKE FIGURE

Wood - 17 cm
Cameroon

Mupo

Provenance:
Private French Collection

€ 1000 - 1200

057

BEMBE FIGURE

Wood - 13,5 cm
D.R. Congo

Provenance:
Private Collection, France

€ 1800 - 3000

058

KOTA RELIQUARY FIGURE

Wood and brass - 58 cm
Gabon

Provenance:
Private Collection, France

€ 6000 - 8000

059

KONGO FIGURE

Wood - 78 cm
D.R. Congo

Nkisi N'Kondi: Mangaaka
Mangaaka sculptures appeared during the 19th century and were the most powerful magical artefacts developped by the *Ngangas* and sculptors in order to resolve conflicts and to unite magical and local forces against newcomers. Aware of their power, German and British forces seized several of these figures - now in museums - compelling the owners to hide the remaining figures.

Provenance:
Acquired by Jean-Pierre Hallet during his stay in D.R. Congo in the 1950's
Jean-Pierre Hallet Collection, USA
Private Collection, Belgium

€ 80 000 - 120 000

060

KONGO FIGURE

Wood and pigments - 57 cm
D.R. Congo

Provenance:
Found in a travel trunk
labelled J. Winandy, Liège
Private Collection, Belgium

€ 3000 – 4000

061

KONGO SCEPTER

Wood and pigments - 37 cm
D.R. Congo

Provenance:
Found in a travel trunk
labelled J. Winandy, Liège
Private Collection, Belgium

€ 1000 – 1500

062

KONGO FIGURE

Wood and glass - 33 cm
D.R. Congo

Provenance:
Found in a travel trunk
labelled J. Winandy, Liège
Private Collection, Belgium

€ 3000 – 4000

063

KONGO FIGURE

Wood - 21 cm
D.R. Congo

Provenance:
Found in a travel trunk
labelled J. Winandy, Liège
Private Collection, Belgium

€ 1000 – 1500

064

SONGYE STOOL

Wood - 36 cm
D.R. Congo

Provenance :
Private Collection, Belgium

€ 4000 – 6000

065

LUBA BOWLBEARER

Wood and glass - 26 cm
D.R. Congo

An artwork from the same carver
was acquired by the Africa Museum
in Tervuren in 1938. (EO.0.0.38266)

Provenance :
Private Collection, Belgium

€ 5000 – 7000

066

CHOKWE SCEPTER

Wood - 65 cm
Angola

Provenance:
Private Collection, Portugal

€ 3000 - 4000

067

CHOKWE MASK

Wood - 24 cm
D.R. Congo

Provenance:
Private Collection, Belgium

€ 3000 - 4000

068

LUBA PENDANT

Ivory - 6,6 cm
D.R.Congo

Provenance:
Galerie Alain de Monbrison, Paris

€ 4000 - 6000

069

LUBA PENDANT

Ivory - 8,5 cm
D.R.Congo

Provenance:
Ex Baron Pierre Descamps Collection, Brussels
Galerie Alain de Monbrison, Paris,
Private Collection, France

€ 5000 - 7000

070

LUBA PENDANT

Ivory - 11 cm
D.R.Congo

Provenance:
Julius Carlebach, New York
Dr. Alexander S. Honig, Bronxville
18 Mai 1993 - The Alexander S. Honig Collection Of African Art - Sotheby's
Rudolf Et Leonore Blum, Zurich

€ 2000 - 3000

071

KUBA CUP

Wood - 14,5 cm
D.R. Congo

Provenance:
Private Collection, Belgium

€ 1500 - 2000

072

LUBA BOWLBEARER

Wood, glass beads and brass - 40,5 cm
D.R. Congo

Mboko.
Kneeling figure showing
a ridged neck and presenting a
skeumorphic calabash, rare feature that
can be seen on the famous figure from
the Museum aan Stroom in Antwerp.
AE. 1958. 0015. 0001

Remarkable kaposhi cross-shaped
coiffure. Scarifications, like the coiffure,
were elements of sophistication showing
distinction, identity and social status.

Provenance:
Private Collection, Belgium

€ 10 000 - 15 000

073

LOBALA DRUM

Wood - 160 cm
D.R. Congo

€ 3000 - 5000

074

LEGA MASQUETTE

Wood, kaolin and fibers - 15 cm
D.R. Congo

Provenance:
Private Collection, France

€ 1500 - 2000

Vision of a lost world

The collection of Sapi stone figures of Luciano Lanfranchi

The ancient stone figures of Sierra Leone and bordering Guinea and Liberia are truly one of the great wonders of Africa. They shine a small but focused light on the Sapi civilization existing before the coming of the Europeans that seemed to have a florescence by the end of the first millennium, CE. André Alvares d'Almada, an Afro-Portuguese resident of Cape Verde who visited the Upper Guinea Coast and reported to the Portuguese crown, wrote in 1594 of the Sapi that "the majority are given to pleasures and feasts which they continually have, for the land has everything in abundance."[1] The English trader, John Sparke, in 1564, shortly after the Mande invasion of approximately 1550, wrote of the encounter of the Sapi and the Mande groups invading at that time: "These Sapies are more civil than the Samboses [i.e., the Mande]. The Samboses war against the Sapies for covetousness of their riches."[2] The final dates of the carving of these stone figures for their own ritual use probably coincide with these invasions, in which the Mande invaders seized power and severely subjugated the Sapi.

How far back these stone figures can be dated is unknown at this point. But similar figures in wood still extant have been carbon-dated as far back as the tenth century CE.[3] This predates the Mali Empire, and coincides with the empire of ancient Ghana. The Sapi apparently were not imperialistic, but they have certainly left a superior artistic legacy.

The figures here demonstrate the wide variety of representations, and the broad geographical area that are their source. Basically there are two regional styles here, originating, on the one hand, on the Atlantic coast of southern Sierra Leone, in the territory of the Southern Bullom or Sherbro today, and, on the other, on the inland border of Sierra Leone and Guinea, mostly among the Kissi. The coastal style is characterized by huge popping eyes with heavy eyelids, a broad flat nose, and huge lips, usually seated on a socle, with a hole bored on the top of the head. The inland style figures have small, beady, outlined eyes, usually with an open mouth and teeth bared, elaborate coiffure, often kneeling, without a socle. The large head is probably from central Sierra Leone, featuring extremely heavy eyelids, earrings and nose rings, and an elegant, knobbed coiffure, probably depicting a Sapi king (76).

There are some extraordinary specimens here with unique or rare features. The two animals (85), perhaps in combat, are a well-executed example of a type seldom seen. Some of the inland figures and heads show elaborate scarification on the cheeks, neck and abdomen, this same incising can be seen on the two Kissi wood figures (77, 84). Notice the fine braiding on the forehead of the small head fragment (97). One of the inland kneeling figures seems to be holding a cup, another some kind of rod. Several figures from the inland region are richly covered with decorative designs from head to foot. The seated coastal figure on a socle seems to be holding a bag (89). One tiny inland male figure with a high hair crest holds a smaller figure before him (88), as is seen on other figures from this region, probably indicating a hierarchy. One of most unusual figures, perhaps unique, is the kneeling figure in the coastal style seemingly holding a horizontal animal mask on his head (92). This mask resembles a number of masks used today among the Temne, Bullom, and Baga, all descendants of the ancient Sapi. The figures are a testament to the cultural and artistic wealth of the ancient Sapi peoples.

Frederick John Lamp, August 2019.

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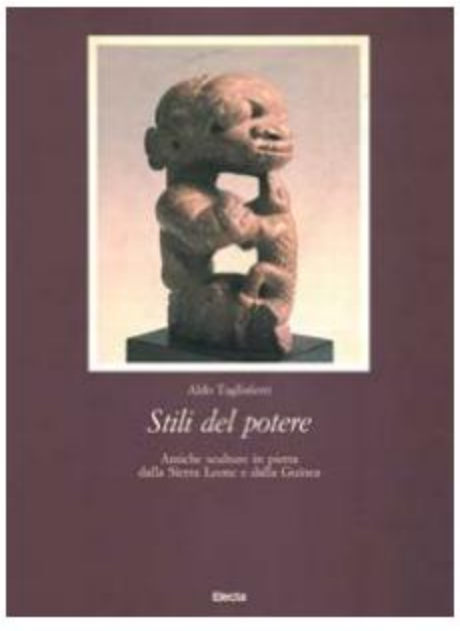
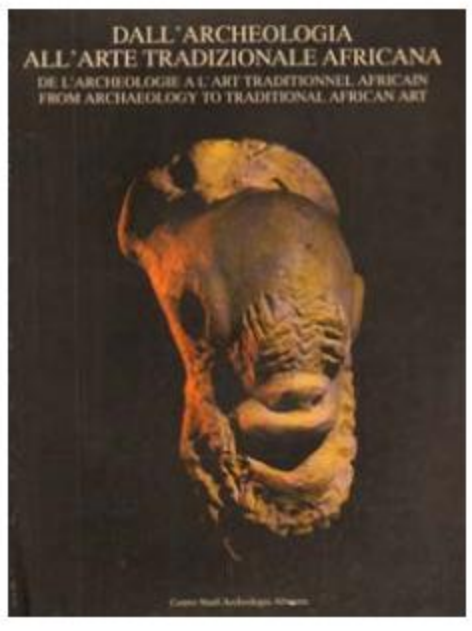
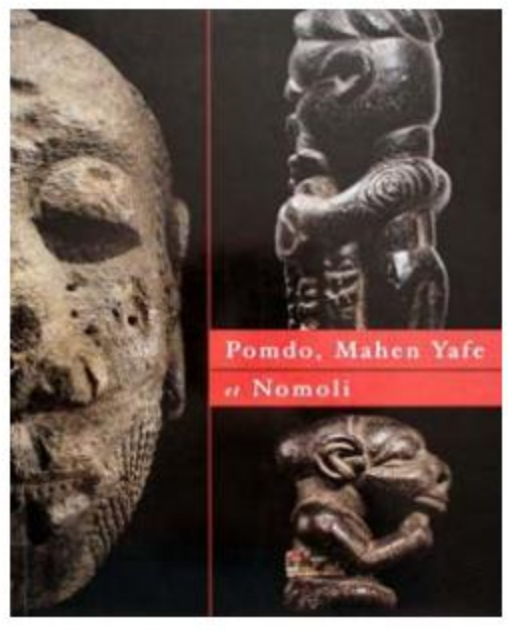
1 André Alvares d'Almada, *Tratado Breve dos Rios de Guine do Cabo Verde desde o rio do Sanaga até aos baixos de Sant' Anna* (1594) (1733), Editorial L. I. A. M.. Lisbon. 1964: 76.

2 E. J. Payne, *Voyages of the Elizabethan Seamen to America*, Thomas de la Rue & Co., London, 1880: 15-16. Sumba was a derogatory term used for the Mani by the Temne -- see Almada 1964:81; Hair *ALR* 1967:52; and Lamp 1979:3 n.4.

3 Frederick John Lamp, *Ancestors in Search of Descendants: Stone Effigies of the Ancient Sapi*, Bayside, New York: QCC Art Gallery Press (The City University of New York), 2018.




DALL'ARCHEOLOGIA
ALL'ARTE TRADIZIONALE AFRICANA
DE L'ARCHEOLOGIE A L'ART TRADITIONNEL AFRICAIN
FROM ARCHAEOLOGY TO TRADITIONAL AFRICAN ART



075

POMDO

Stone - 18 cm
Koindu, Sierra Leone

Published:
Faboulous Ancestors, Tagliaferri and Hammacher, 1974, p. 60
Stili del potere, Tagliaferri, 1989, p. 37 and p. 86-87

Provenance:
Luciano Lanfranchi Collection, Milano
Private Collection, Belgium

€ 2000 - 3000

076

MAHEN YAFE

Stone - 20 cm
Sierra Leone

Provenance:
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 2000 - 3000

077

TOMA RELIQUARY

Wood, stone and fabric - 49 cm
Guinea

"Toma wooden sculpture that fonctions, among other things, as guardian of a stone sculpture, or a fragment of one, just like the wooden figures carved by the Kissi. It can hold, in a recess hollowed out of the belly, various kinds of objects that are regarded as magical: neolithis stones, iron bars that were once used as currency, and objects used in the course of initiation ceremonies. The patina is encrusted" Tagliaferri, 1989

Published:
Stili del potere, Tagliaferri, 1989,
p. 134-135

Provenance:
Luciano Lanfranchi Collection, Milano
Private Collection, Belgium

€ 4 000 - 6 000

078

NOMOLI BUST

Stone - 15 cm
Sierra Leone

Provenance:
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 3000 - 5000

079

POMDO

Stone - 18,5 cm
Guinea

Published:
Stili del potere, Tagliaferri,
1989, p. 37 and p. 123-125

Provenance:
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 2000 - 3000

080

POMDO BUST

Stone - 18,5 cm
Sierra Leone

Provenance:
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 1000 - 1500

081

POMDO

Stone - 21 cm
Guinea

Figure of a warrior.

Published:
Stili del potere, Tagliaferri,
1989, p. 37 and p. 122-123

Provenance:
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 1000 - 1500

082

POMDO

Stone - 19,5 cm
Koindu, Sierra Leone

Published:
Faboulous Ancestors: Stone carving from Sierra Leone and Liberia,
1974, p. 56-57

Provenance:
Luciano Lanfranchi Collection, Milano
Private Collection, Belgium

€ 2000 - 3000

083

NOMOLI HEAD

Stone - 11,5 cm
Sierra Leone

Published:
Stili del potere, Tagliaferri, 1989, p. 58-59

Provenance:
Edmondo Trombetta Collection, Monza
Luciano Lanfranchi Collection, Milano
Private Collection, Belgium

€ 2000 - 3000

084

RARE KISSI WOODEN FIGURE

Wood and metal - 29 cm / 54 cm
Guinea

Rare, possibly unique, wooden figure probably used in the Piomdo cult, using also the wooden reliquaries, guardians of stones. The condition of the wood and its patina suggests great age.

Published:
Stili del potere, Tagliaferri, 1989, p.13

Provenance:
Luciano Lanfranchi Collection, Milano
Private Collection, Belgium

€ 10 000 - 15 000

085

KISSI ZOOMORPHIC DOUBLE FIGURE

Stone - 18 cm
Sierra Leone

Provenance:
Luciano Lanfranchi Collection, Milano
Private Collection, Belgium

€ 3000 - 5000

086

POMDO

Stone - 21,5 cm
Guinea

Provenance:
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 3000 - 5000

087

POMDO

Stone - 14 cm
Sierra Leone

Published:
Stili del potere, Tagliaferri,
1989, p. 121

Provenance:
Edmondo Trombetta
Collection, Monza
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 1000 - 1500

088

POMDO

Stone - 11 cm
Sierra Leone

Published:
Stili del potere, Tagliaferri,
1989, p. 98 and 100

Provenance:
Edmondo Trombetta
Collection, Monza
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 1000 - 1500

089

NOMOLI

Stone - 18,5 cm
Sierra Leone

Published:
Stili del potere, Tagliaferri,
1989, p. 127-128

Provenance:
Edmondo Trombetta
Collection, Monza
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 3000 - 5000

090

NOMOLI HEAD

Stone - 10 cm
Sierra Leone

Provenance:
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 2000 - 3000

091

POMDO

Stone - 34 cm
Guinea

"The exceptional quality of this sculpture is revealed by the closest and careful decorations with which it is adorned. The geometric carving on the forehead and neck, of a type common to all the styles illustrated in this catalogue, dates back to a remote period of history; the pattern carved on the nape of the neck is inspired by the archaic rosette motif, which derives from cultures situated to the east of Liberia."
Tagliaferri, 1989

Published:
Stili del potere, Tagliaferri, 1989, p. 95 - 97

Provenance:
Luciano Lanfranchi Collection, Milano
Private Collection, Belgium

€ 10 000 - 15 000

092

NOMOLI

Stone - 8,3 cm
Sierra Leone

One face of the figure is described as damaged by Tagliaferri but a manual abrasion seems most likely, possibly for a ritual use.

Published:
Stili del potere, Tagliaferri, 1989, p. 104

Provenance:
Luciano Lanfranchi Collection, Milano
Private Collection, Belgium

€ 2000 - 3000

093

POMDO

Stone - 17,5 cm
Sierra Leone

Provenance:
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 2000 - 3000

094

POMDO

Stone - 12,5 cm
Guinea

Published:
Stili del potere, Tagliaferri,
1989, p. 37 and p. 112-113

Provenance:
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 1000 - 1500

095

POMDO

Stone - 9,5 cm
Sierra Leone

Published:
Stili del potere, Tagliaferri,
1989, p. 99 and 100

Provenance:
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 1000 - 1500

096

POMDO

Stone - 15,5 cm
Sierra Leone

Provenance:
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 1000 - 1500

097

NOMOLI HEAD

Stone - 16 cm
Sierra Leone

Provenance:
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 2000 - 3000

098

POMDO

Stone - 33 cm
Sierra Leone

"This sculpture, notable for its size, is rich in interesting details. The head has been hollowed out to allow a sacrificial liquid to run through the inside of the neck and collect in a receptacle carved into the upper part of the chest. The arms are folded. The legs are shaped in such way as to form a sort of seat from which the powerful figure rises. This sculpure used to be in the Collection of René Rasmussen." Tagliaferri, 1989

Published:
Stili del potere, Tagliaferri, 1989, p. 37 and p. 115-117

Provenance:
René Rasmussen Collection, Paris
Luciano Lanfranchi Collection, Milano
Private Collection, Belgium

€ 10 000 - 15 000

099

NOMOLI BUST

Stone - 21 cm
Sierra Leone

Provenance:
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 2000 - 3000

100

POMDO

Stone - 18,5 cm
Sierra Leone

Published:
Stili del potere, Tagliaferri,
1989, p. 37 and p. 88-89

Provenance:
Edmondo Trombetta
Collection, Monza
Luciano Lanfranchi
Collection, Milano
Private Collection, Belgium

€ 2000 - 3000

101

POMDO

Stone - 19,5 cm
Comiondo, Sierra Leone

Published:
Faboulous Ancestors: Stone carving from Sierra Leone and Liberia, 1974, p. 58-59

Provenance:
Private Collection, Monrovia
Luciano Lanfranchi Collection, Milano
Private Collection, Belgium

€ 1000 - 1500

102

KISSI JANUS FIGURE

Stone - 18 cm
Liberia

According to Tagliaferri (2003), collected close to Wesua, Gola area.

Published:
Dall'archeologia all'arte tradizionale africana, Ed. Centro Studi Archeologia Africana, Milano, 1992, p. 122 and 123, n° 4, 5 et 6
Pomdo, Mahen Yafe, et Nomoli, Aldo Tagliaferri, Galerie Johann Levy, Paris, 2003, n° 32

Provenance :
Luciano Lanfranchi Collection, Milano
Private Collection, Belgium

€ 1000 - 1500

CONDITIONS OF SALE - NATIVE SPRL

Taking part in auctions constitutes unconditional acceptance of these Conditions of Sale.

1. Auctions and state of the objects

a) The objects at auction are put up for auction by Native on behalf and in the name of the person who has deposited them ("Vendor").

Adjudication is made in favour of the highest bidder in Euros acknowledged by Native at the time of the auction ("Buyer") and the Sales Contract between the depositor and the Buyer is concluded by this adjudication.

The object being sold is released to the Buyer only against payment in cash or bank transfer. To be accepted as means of payment, cheques must be cleared by the bank on which they are drawn before the object auctioned can be released.

b) Objects are put in the auction in the state in which they are found at the time of the auction. Subject to point 1c. below, any guarantee for material damage or legal damages is excluded.

The objects are on display during the event. The descriptions shown in catalogues, advertisements, brochures or any other article or document issued by Native are given purely by way of illustration. They in no way commit the liability of Native. Consequently, Native guarantees neither the accuracy of the explanatory notes contained in the catalogue, nor the origin, date, age, cultural background or provenance of the objects put up for auction. It is the depositor who is solely liable for the explanatory notes in the catalogue. Native agrees to reproduce them in the catalogue only in its capacity as agent for the depositor.

c) Native freely states that it is prepared to cancel the auction on behalf of the depositor and refund only the hammer price, commission and VAT if an object sold should prove, within 1 year from the date of the auction, to be a modern intentional fake. By modern intentional fake is to be understood a reproduction which it can be proved has been made with the intention of falsely deceiving others whether in respect of origin, date, age, cultural background or source, without this having been shown in the catalogue.

The condition for this refund is that the Buyer send an immediate claim by registered letter to Native as soon as the defect has come to light and at the latest by 1 year from the date of the auction and that he immediately return the fake object in the same state as on the day of the auction and exempt of any third-party claim. The Buyer must provide proof that the object auctioned is a fake compared with the description in the catalogue and that the object is identical to the item auctioned. Any other claim by the Buyer is excluded.

d) Buyers must, at their own expense, come and collect the objects auctioned within 7 days from the end of the auction during opening times at Native, namely from Monday to Friday 10.00 to 13.00 and 14.00 to 17.30. If sufficient time is available, objects will be released after each session. In accordance with point 1, handover will be against payment in cash.

During the abovementioned period, Native is liable for the loss, theft, damage or destruction of the objects auctioned and paid for, although only up to the amount of the price of the auction, commission and VAT. On the expiry of this period, Native's liability ceases. If the objects auctioned are not withdrawn within 7 days, they will be stored at the expense and risk of the Buyer.

e) Each Buyer is personally responsible for the item awarded to him at auction. Proof of powers of attorney may be required from persons acting as third-party representatives or as an organ of a corporate body. The representative is jointly and severally liable with the person represented for meeting all commitments.

2. Hammer price, commission, risk transfer, ownership transfer, payment, invoicing, VAT, importing and exporting

a) In addition to the hammer price, the Buyer owes a supplement ("commission") on the hammer price. Commission is 20% of the hammer price.

The Buyer must also pay Belgian VAT (21%) calculated only on the commission.

For lots where the Vendor is a non-resident of the EU (lots indicated by ‡),
the Buyer will pay an import tax of 6% in addition to the bid price plus legal costs. The amount of this tax will be reimbursed on presentation of proof of export outside the EEC.

b) Ownership of the object auctioned passes to the Buyer once the hammer has come down finally. Until full payment of the hammer price, commission and VAT, Native reserves a right of retention and lien on all objects in its keeping. The release of the auctioned object to the Buyer is not made until after full payment of the hammer price, commission and VAT.

c) An auctioned object must be paid for within 7 days after the auction. If the Buyer remains in default on payment 30 days after the auction, any sum due at that time will, as of right and without any formal notification being necessary, be subject to interest on arrears of 10% per annum. Moreover, in the event of non-payment by the final deadline, any sum due will be increased as of right by a flat-rate indemnity of 15%, without prejudice to Native's right to seek full reparation of the damage suffered. .

In addition, if the payment due by the Buyer does not take place or is not made in time, Native can, as it chooses and in the name of the depositor, either continue to demand that the sales contract be executed or, without being bound to set a fixed time, waive the right to require execution of the sales contract and claim damages for non-execution or even renounce the contract. The Buyer is liable in respect of Native and the depositor for all damages resulting from non-payment or late payment.

d) According to the law of 30 June 1994 on authors' rights, the Buyer shall pay in addition to the hammer price an Artist Resale Right (droit de suite) of 4% on the part of the hammer price from 0 € to 50,000 €, of 3% on the part of the hammer price from 50,001 € to 200,000 €, of 1% on the part of the hammer price from 200,001 € to 350,000 €, of 0.5% on the part of the hammer price form 350,001 € to 500,000 € and of 0.25% for the last part of the hammer price above 500,001 €.

e) The exporting of any object from Belgium and the importing into a third country may be subject to particular authorisations. The Buyer is responsible for obtaining all necessary export or import licences. Refusal of these authorisations or any delays after they have been obtained will in no case be grounds for a cancellation of the sale or a delay in payment.

3. Registration and attendance at the Sale

a) The submission of a bid or an absentee bid unconditionally and irrevocably binds the bidder. The bidder remains bound to his offer until this becomes the subject of a higher bid or is rejected by Native. Double bids become the subject of an immediate new call to bid; in cases where there is doubt, the senior auctioneer decides the matter by drawing lots.

b) Bidders who are not personally known to Native are bound to give legitimate proof of identity before the beginning of the auction. Native reserves the right to request proof of the bidder's solvency. If this latter document is not available, Native is authorised to demand the immediate payment of a cash deposit equal to 10% of the auction price or the lodging of a guarantee. If this deposit is not paid or guarantee lodged, Native is authorised on behalf of the depositor to cancel the auction.

c) Native is free to reject a bid without giving reasons. Similarly, it is within its rights to hold an auction without selling or withdraw objects from the auction. Native reserves the right to refuse any person access to its commercial premises or forbid any person from taking part in one of its auctions.

d) Bids from interested parties who do not wish to attend the auction personally will be taken into consideration if they communicate such a wish in writing 24 hours before the start of the auction.

Interested persons can bid by telephone if they have not announced their wishes in writing at least 24 hours before the start of the auction. Native accepts bids by telephone for lots whose lowest estimate reaches at least €1,000.
Native disclaims all responsibility for offers which have not been taken into account as well as for bids made by telephone which may not have been taken into account.

The rules set down in point 3b in respect of providing proof of identity and solvency also apply to persons bidding by telephone or in writing. For bidders who place
their offer via the Internet, in other words an absentee bid, point 3b applies only in respect of solvency.

4. Miscellaneous

The auction is held under the joint authority of a huissier de justice (Court Justice). Any liability on the part of Native arising from acts attributable to the huissier involved is excluded.

b) The foregoing stipulations are an integral part of each individual sales contract concluded at sales by auction. Amendments to them are in no way binding unless Native has given its agreement to them in writing.

c) Any dispute on the validity, interpretation and execution of these Conditions of Sale and any dispute on the conducting of the auctions will be subject to Belgian law, with the exception of (a) the stipulations of the Vienna Convention on international sales contracts and (b) the rules of referral to Belgian international private law.

d) Only the courts and tribunals of Brussels are competent to rule on any disputes.

CONDITIONS DE VENTE - NATIVE SPRL

La participation aux enchères emporte l'acceptation inconditionnelle aux présentes conditions de vente.

1. Enchères et état des objets

a) Les objets d'enchères sont mis aux enchères par Native pour le compte et au nom de celui qui les a déposés ("vendeur").

L'adjudication a lieu au plus offrant en Euros reconnu par Native lors de la vente aux enchères ("Acheteur") ; le contrat de vente entre le déposant et l'Acheteur est conclu par cette adjudication.

L'objet de la vente n'est remis à l'Acheteur que contre un paiement en espèces ou transfert bancaire. Pour être admis comme moyens de paiement, les chèques doivent être confirmés par la banque tirée avant la délivrance de l'objet adjugé.

b) Les objets sont mis aux enchères dans l'état dans lequel ils se trouvent au moment de l'adjudication. Sous réserve du point 1c. ci-dessous, toute garantie pour dommages matériels ou juridiques est exclue.

Les objets sont visibles pendant l'exposition. Les descriptions figurant dans les catalogues, annonces, brochures ou tout autre écrit émanant de Native ne sont données qu'à titre purement indicatif. Elles n'engagent en aucun cas la responsabilité de Native. Par conséquent, cette dernière ne garantit ni l'exactitude des notices explicatives reprises dans le catalogue, ni l'origine, la date, l'âge, le cercle de culture ni la provenance des objets mis aux enchères. Les notices explicatives reprises dans le catalogue relèvent de la seule responsabilité du déposant. Native n'accepte de les reproduire dans le catalogue qu'en tant qu'intermédiaire de ce dernier.

c) Native se déclare librement disposée à annuler l'adjudication au nom du déposant et à rembourser uniquement le prix de l'adjudication, la commission et la TVA, si un objet vendu devait s'avérer, dans un délai de 1 an à compter de la date de l'adjudication, être le résultat d'un faux intentionnel moderne. Il faut entendre par faux intentionnel moderne une reproduction dont il est prouvable qu'elle a été faite dans l'intention de tromper fallacieusement autrui, que ce soit en ce qui concerne l'origine, la date, l'âge, le cercle de culture ou la source, sans que cela ressorte du catalogue.

La condition de ce remboursement est que l'Acheteur adresse une réclamation immédiate, sous pli recommandé adressé à Native, dès la découverte du vice et au plus tard dans un délai de 1 an à compter de la date de l'adjudication, et qu'il restitue immédiatement l'objet falsifié à Native dans le même état que le jour de l'adjudication et exempt de toute prétention de tiers. L'Acheteur doit fournir la preuve que l'objet adjugé est un faux par rapport à la description du catalogue et que l'objet est identique à la chose adjugée. Toute autre prétention de l'Acheteur est exclue.

d) Les Acheteurs doivent venir chercher, à leurs propres frais, les objets adjugés dans les 7 jours qui suivent la clôture de la vente aux enchères, pendant l'horaire d'ouverture de Native, soit du lundi au vendredi de 10h00 à 13h00 et de 14h00 à 17h30. Si le temps à disposition est suffisant, les objets seront délivrés après chaque séance. Conformément au point 1., la remise a lieu contre paiement en espèces.

Pendant le délai précité, Native est responsable de la perte, du vol, de l'endommagement ou de la destruction des objets adjugés et payés, à concurrence toutefois du montant du prix de l'adjudication, de la commission et de la TVA. À l'expiration de ce délai, la responsabilité de Native cesse. Si les objets adjugés ne sont pas retirés dans les 7 jours, ils seront entreposés aux frais et aux risques de l'Acheteur.

e) Chaque Acheteur répond personnellement de l'adjudication qui lui a été faite. La preuve de pouvoirs de représentation peut être exigée de personnes qui agissent comme représentants pour le compte de tiers ou comme organe d'une personne morale. Le représentant répond solidairement avec le représenté de l'accomplissement de tous les engagements.

2. Prix de l'adjudication, commission, transfert des risques, transfert de la propriété, paiement, facturation, TVA, importation et exportation

a) Outre le prix d'adjudication, l'Acheteur est débiteur d'un supplément ("commission") sur le prix d'adjudication. La commission est de 20% du prix d'adjudication.

L'Acheteur doit également s'acquitter de la TVA belge (21%) calculée uniquement sur la commission.

Pour les lots dont le vendeur est non-résident de l' E.U (lots signalés par ‡) l'adjudicataire paiera une taxe importation de 6% en sus de l'adjudication, plus les frais légaux. Le montant de cette taxe sera remboursé sur présentation de la preuve d'exportation hors CEE.

b) La propriété de l'objet adjugé passe à l'Acheteur dès l'adjudication. Jusqu'au complet paiement du prix de l'adjudication, de la commission et de la TVA, Native se réserve un droit de rétention et de gage sur tous les objets sous sa garde. La délivrance de l'objet adjugé à l'Acheteur n'intervient qu'après complet paiement du prix de l'adjudication, de la commission et de la TVA.

c) Un objet adjugé doit être payé dans les 7 jours dès la clôture de la vente aux enchères. Si l'Acheteur est resté en défaut de paiement 30 jours après l'adjudication, toute somme due à ce moment portera, de plein droit et sans mise en demeure préalable, un intérêt moratoire de 10% par an. En outre, en cas de non paiement à l'échéance, toute somme due sera majorée de plein droit d'une indemnité forfaitaire de 15%, sans préjudice du droit de Native de postuler la réparation intégrale du dommage subi.

En outre, si le paiement dû par l'Acheteur n'a pas lieu ou n'intervient pas à temps, Native peut, à son choix et au nom du déposant, soit continuer à exiger l'exécution du contrat de vente, soit sans être tenu d'impartir un délai renoncer au droit de demander l'exécution du contrat et réclamer des dommages et intérêts pour cause d'inexécution ou encore se départir du contrat. L'Acheteur est responsable vis-à-vis de Native et du déposant de tous les dommages découlant du non-paiement ou du paiement tardif.

d) Conformément à la loi du 25 juin 1921 frappant d'un droit les ventes publiques d'œuvres d'art au profit des artistes et auteurs des œuvres vendues, l'acheteur devra payer en sus du prix de vente et pour les artistes un droit de suite qui s'élève à 4% pour autant que l'adjudication soit égale ou supérieure à 2.000 Euro. Le droit de suite s'éteint lorsque l'artiste est décédé depuis plus de 70 ans.

e) L'exportation de tout objet hors de la Belgique et l'importation dans un pays tiers peuvent être sujettes à des autorisations particulières. L'Acheteur est responsable de l'obtention de toutes les autorisations requises à l'exportation ou à l'importation. Le refus de ces autorisations, ou tous retards consécutifs à leur obtention, ne justifiera en aucun cas l'annulation de la vente ni un retard de paiement.

3. Enregistrement et participation à la vente

a) La remise d'une enchère ou d'un ordre d'achat 'absentee bid' lie inconditionnellement et irrévocablement l'enchérisseur. L'enchérisseur demeure lié à son offre jusqu'à ce que celle-ci fasse l'objet d'une surenchère ou qu'elle soit écartée par Native. Les enchères doubles font l'objet d'un nouvel appel immédiat ; dans les cas douteux, la direction des enchères tranche par tirage au sort.

b) Les enchérisseurs qui ne sont pas personnellement connus de Native sont tenus de se légitimer avant le début de la vente aux enchères. Native se réserve le droit d'exiger une preuve de la solvabilité de l'enchérisseur. Si ce dernier document fait défaut, Native est habilitée à exiger le paiement immédiat d'un acompte en espèces équivalent à 10% de l'adjudication ou le dépôt d'une garantie. À défaut du versement de cet acompte ou du dépôt de cette garantie, Native est autorisée au nom du déposant à annuler l'adjudication.

c) Native est libre d'écarter une enchère sans indication des motifs. De même, elle est en droit d'adjuger sans vente ou de retirer des objets de la vente aux enchères. Native se réserve le droit de refuser à toute personne l'accès à ses locaux commerciaux ou d'interdire à toute personne de participer à l'une de ses ventes aux enchères.

d) Les offres d'enchères émanant d'intéressés qui ne souhaitent pas assister personnellement à la vente aux enchères seront prises en considération par écrit jusqu'à 24 heures avant le début de la vente aux enchères.
Les personnes intéressées peuvent enchérir par téléphone si elles se sont annoncées par écrit au minimum 24 heures avant le début des enchères. Native accepte les enchères par téléphone pour des lots dont l'estimation basse atteint au moins 1000€.

Native décline toute responsabilité pour les offres n'ayant pas été prises en considération ainsi que pour les enchères téléphoniques qui n'auraient pas été prises en compte.

Les normes prévues au point 3b. concernant la légitimation et la preuve de la solvabilité s'appliquent également aux enchérisseurs par téléphone et par écrit. Pour les enchérisseurs, qui donnent leur offre via Internet dans le cadre d'un ordre d'achat (absentee bid), le point 3b. ne s'applique qu'en ce qui concerne la solvabilité.

4. Divers

a) La vente aux enchères se déroule sous l'autorité conjointe d'un huissier de justice. Toute responsabilité de Native du fait d'actes imputables à l'huissier instrumentant est exclue.

b) Les dispositions qui précèdent font intégralement partie de chaque contrat individuel de vente conclu à l'occasion des ventes aux enchères. Leurs modifications n'ont de portée obligatoire que si Native leur a donné son accord écrit.

c) Tout litige relatif à la validité, l'interprétation et l'exécution des présentes conditions de vente et tout litige relatif au déroulement des enchères sera soumis au droit belge, à l'exception (a) des dispositions de la Convention de Vienne concernant les contrats de vente internationale et (b) des règles de renvoi du droit international privé belge.

d) Seuls les cours et tribunaux de Bruxelles sont compétents pour connaître d'éventuels litiges.

VERKOOPVOORWAARDEN - NATIVE BVBA

Het deelnemen aan het opbod veronderstelt de onvoorwaardelijke aanvaarding van onderhavige voorwaarden.

1. Opbod en staat van de voorwerpen

a) De ter veiling aangeboden voorwerpen worden door Native geveild voor rekening en in naam van de persoon die ze hiervoor heeft afgeleverd ('verkoper').

De toewijzing gebeurt aan diegene die tijdens de veiling door Native als hoogste bieder in euro wordt erkend ('koper') en geldt als verkoopovereenkomst tussen de verkoper en de koper.

Het voorwerp van de verkoop wordt alleen aan de koper overhandigd tegen contante betaling of na bankoverschrijving. In geval van betaling per cheque dient de uitgeschreven cheque te worden bevestigd door de bank waarop hij getrokken wordt, alvorens het toegewezen voorwerp wordt overhandigd.

b) De voorwerpen worden geveild in de staat waarin zij zich op het moment van de veiling bevinden. Onder voorbehoud van hierna vermeld punt 1c. is elke garantie voor materiële of juridische schade uitgesloten.

De voorwerpen kunnen worden bezichtigd tijdens de tentoonstelling. De beschrijvingen in de catalogi, advertenties, brochures of andere geschriften afkomstig van Native hebben een louter indicatieve waarde en stellen Native geenszins aansprakelijk. Native biedt dus geen garantie met betrekking tot de juistheid van de beschrijvingen in de catalogus, de oorsprong, de datum, de leeftijd, de cultuur of de afkomst van de geveilde voorwerpen. Alleen de verkoper is aansprakelijk voor de in de catalogus opgenomen beschrijvingen. Native neemt deze beschrijvingen alleen in zijn catalogus op als tussenpersoon van de verkoper.

c) Native verklaart zich bereid om de verkoop in naam van de verkoper te annuleren en de hamerprijs, de commissie en de btw terug te betalen, indien binnen 1 jaar na de verkoopdatum zou blijken dat een verkocht voorwerp het resultaat is van een opzettelijke moderne vervalsing. Onder opzettelijke moderne vervalsing verstaan wij een reproductie waarvan bewezen kan worden dat zij is gemaakt met het opzet een ander te bedriegen, hetzij met betrekking tot de oorsprong, hetzij op het vlak van de datum, de leeftijd, de cultuur of de bron, zonder dat dit duidelijk uit de catalogus blijkt.

Voorwaarde voor deze terugbetaling is dat de koper onmiddellijk na de ontdekking van het gebrek en ten laatste binnen een termijn van 1 jaar te rekenen vanaf de datum van de verkoop aangetekend klacht bij Native indient, en dat hij het nagemaakte voorwerp onmiddellijk aan Native terugbezorgt in de staat waarin het zich op de dag van de verkoop bevond en vrij van elke aanspraak van derden. De koper moet het bewijs leveren dat het verkochte voorwerp een vervalsing is ten opzichte van de beschrijving in de catalogus en dat het voorwerp wel degelijk het verkochte voorwerp is. Elke andere vordering van de koper is uitgesloten.

d) De koper dient op eigen kosten en binnen een termijn van 7 dagen na het afsluiten van de veiling de gekochte stukken af te halen. Dit kan tijdens de openingsuren van Native: van maandag t/m vrijdag tussen 10.00 en 13.00 uur en tussen 14.00 en 17.30 uur. Indien er voldoende tijd is, worden de voorwerpen na elke zitting overhandigd. Zoals bepaald in punt 1, worden de voorwerpen overhandigd tegen contante betaling.

Tijdens de hierboven vermelde termijn is Native aansprakelijk voor verlies, diefstal, beschadiging of vernieling van de verkochte en betaalde goederen.
Deze aansprakelijkheid beperkt zich tot maximaal het bedrag van de verkoop, de commissie en de btw. Na deze termijn eindigt de aansprakelijkheid van Native.
Indien de verkochte voorwerpen niet zijn afgehaald binnen een termijn van 7 dagen, worden zij bewaard op kosten en voor risico van de koper.

e) Elke koper staat persoonlijk in voor de verkoop die aan hem werd gedaan. Aan personen die handelen als vertegenwoordiger en voor rekening van derden of als een orgaan van een rechtspersoon, kan een bewijs van machtiging tot vertegenwoordiging worden geëist. De vertegenwoordiger is solidair verantwoordelijk met de vertegenwoordigde voor het naleven van alle verplichtingen.

2. Hamerprijs, commissie, risico-overdracht, eigendomsoverdracht, betaling, facturatie, btw, import en export

a) Naast de prijs van de verkoop is de koper ook een toeslag ('commissie') op de hamerprijs verschuldigd. De commissie bedraagt 20% van de hamerprijs.

De koper is eveneens de Belgische btw (21%) op de commissie verschuldigd.

Voor kavels waarvan de verkoper niet-ingezetene is van de E.U. (kavels aangeduid met ‡) betaalt de koper een invoertaks van 6% op de hamerprijs, plus de wettelijke kosten.

Het bedrag van deze taks wordt terugbetaald op vertoon van het bewijs van export buiten de E.E.G.

b) De eigendom van het verkochte voorwerp gaat over op de koper vanaf het ogenblik van de verkoop. Tot op het ogenblik van de volledige betaling van de hamerprijs, de commissie en de btw, kan Native pandrecht en retentierecht inroepen voor de stukken die het in bewaring heeft. Het overhandigen van het aan de koper verkochte voorwerp vindt pas plaats na volledige betaling van de hamerprijs, de commissie en de btw.

c) Een verkocht voorwerp moet binnen de 7 dagen na sluiting van de veiling betaald zijn. Indien de koper 30 dagen na de verkoop nalaat te betalen, worden alle bedragen die op dat ogenblik verschuldigd zijn van rechtswege en zonder voorafgaande ingebrekestelling verhoogd met een verwijlinterest van 10% per jaar. Bij niet-betaling op de vervaldag wordt elk verschuldigd bedrag bovendien van rechtswege verhoogd met een vaste vergoeding van 15%, ongeacht het recht van Native om de volledige vergoeding van de geleden schade te eisen.

Indien de door de koper verschuldigde betaling niet of niet tijdig plaatsvindt, kan Native bovendien naar eigen keuze en in naam van de verkoper hetzij de uitvoering van de verkoopovereenkomst eisen, hetzij - zonder daarom gehouden te zijn tot het toekennen van een termijn - afstand doen van het recht om uitvoering van de verkoopovereenkomst te eisen en schadevergoeding vragen voor niet-naleving van het contract, hetzij afzien van het contract. De koper is aansprakelijk ten opzichte van Native en de verkoper voor alle schade ingevolge niet-betaling of laattijdige betaling.

d) Overeenkomstig de wet van 25 juni 1921, die de openbare verkopingen van kunstwerken ten voordele van de artiesten en auteurs der verkochte werken met een recht bezwaart, zal de koper bovenop de koopprijs en voor de artiesten een volgrecht betalen van 4% indien de toewijzingsprijs gelijk of hoger is dan 2.000 Euro. Het volgrecht dooft uit wanneer de artiest sedert meer dan 70 jaar is overleden

e) Voor export van een voorwerp buiten België en import in een ander land kunnen bijzondere vergunningen vereist zijn. De koper is verantwoordelijk voor het verkrijgen van alle vereiste export- of importvergunningen. Niet-toekenning of vertraging door de laattijdige toekenning van de nodige vergunning vormt geen geldige reden voor annulatie van de verkoop of uitstel van betaling.

3. Inschrijving en deelname aan de verkoop

a) Het uitbrengen van een bod of het doorgeven van een aankooporder 'absentee bid' is onvoorwaardelijk en onherroepelijk bindend voor de bieder.
De bieder blijft gebonden door zijn bod tot er een hoger bod gedaan wordt of het bod door Native verworpen wordt. In geval van een dubbel bod wordt onmiddellijk opnieuw afgeroepen; bij twijfel beslist de directie van de veiling door loting.

b) Bieders die niet persoonlijk bij Native bekend zijn, dienen zich bij aanvang van de veiling te legitimeren. Native behoudt zich het recht voor een bewijs van kredietwaardigheid van de bieder te vragen. Indien dit document niet kan worden voorgelegd, is Native gemachtigd onmiddellijk betaling van een contant voorschot van 10% van de toewijzing of een borg te eisen. Bij afwezigheid van voorschot of borg is Native gemachtigd om de verkoop in naam van de verkoper te annuleren.

c) Native mag naar eigen inzicht een bod verwerpen zonder verklaring van zijn beslissing. Bovendien heeft Native het recht om voorwerpen te gunnen zonder verkoop of uit de veiling terug te trekken. Native behoudt zich het recht voor aan personen toegang tot de handelslokalen of deelname aan de veiling te weigeren.

d) Personen die niet persoonlijk aan de veiling wensen deel te nemen, kunnen hun bod schriftelijk uitbrengen tot 24 uur voor de aanvang van de veiling.

Ook telefonisch bieden is mogelijk, indien de telefonische bieder zich ten minste 24 uur voor de aanvang van de veiling schriftelijk heeft aangemeld. Native aanvaardt telefonische biedingen voor kavels waarvan de waarde op minstens 1000 euro is geschat.
Native weigert elke aansprakelijkheid voor biedingen die niet in aanmerking zijn genomen of indien geen rekening werd gehouden met een telefonisch bod.

De criteria vermeld in punt 3b met betrekking tot de legitimatie en het bewijs van kredietwaardigheid zijn ook van toepassing voor personen die hun bod per telefoon of schriftelijk uitbrengen. Voor bieders die hun bod via de website uitbrengen in het kader van een aankooporder (absentee bid), geldt alleen de vermelding in punt 3b met betrekking tot de kredietwaardigheid.

4. Varia

a) De veiling vindt plaats onder medetoezicht van een deurwaarder. Native weigert elke aansprakelijkheid met betrekking tot daden die toe te schrijven zijn aan de instrumenterende deurwaarder.

b) Voormelde bepalingen maken integraal deel uit van elk individueel verkoopcontract dat ter gelegenheid van een veiling gesloten wordt. Wijzigingen aan deze voorwaarden zijn slechts bindend indien Native zich hiermee schriftelijk akkoord heeft verklaard.

c) Voor geschillen over de geldigheid, interpretatie en uitvoering van onderhavige verkoopvoorwaarden en het verloop van de veiling, is het Belgische recht van toepassing, met uitzondering van (a) de bepalingen van de Conventie van Wenen met betrekking tot internationale verkoopovereenkomsten en (b) de regels die verwijzen naar het Belgische Internationale Privaatrecht.

d) In geval van geschil zijn alleen de rechtbanken van Brussel bevoegd.

CATALOGUE EDITORS

Nicolas Paszukiewicz
Sébastien Hauwaert

PHOTOGRAPHERS

Nicolas Paszukiewicz
Sébastien Hauwaert

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If any bid is successfull, I agree to pay in addition to the hammer price the buyer's premium and the VAT mentionned in the conditions of sale.

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Lot number	Title	Hammer price (excluding buyer's premium and VAT)